

REQUEST FOR PROPOSALS

Beaufort County Ferry Service for Daufuskie Island

RFP # 102023



Prepared by: Beaufort County Procurement Services Department

Dated: September 20, 2023

Proposal Due Date: October 20, 2023 3:00PM (EST)



COUNTY COUNCIL OF BEAUFORT COUNTY
PROCUREMENT SERVICES DEPARTMENT

106 Industrial Village Road, Bldg. 2 Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

PROPOSAL NOTICE NO. **102023**

CLOSING DATE AND TIME: **October 20, 2023 3:00PM (EST)**

PROPOSAL TITLE: Beaufort County Ferry Service for Daufuskie Island

You are invited to submit a proposal, in accordance with the requirements of this solicitation which are contained herein.

There will be a **non-mandatory** Pre-Proposal meeting held virtually on **September 28 at 2:00pm**. Please contact Jessica Snowden at Jessica.snowden@bcgov.net **all vendors are encouraged to attend**.

In order for your proposal to be considered, it must be submitted to the Procurement Services Department no later than **October 20, 2023 3:00PM (EST)**, at which time respondents to this request will be recorded in the presence of one or more witnesses. RFP received by the Procurement Services Department after the time specified will not be considered. Due to the possibility of negotiation with all respondents, the identity of any respondents or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposal must be signed by an official authorized to bind the Contractor, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposal. **Proposal must be submitted through Vendor Registry by going to the County Website at www.beaufortcountysc.gov and register as a vendor. There is no cost to register you company. This will allow you to submit your RFP electronically.**

All submittals (see Submission Requirements) received in response to this Request for Proposal will be rated by a Selection Committee, based upon the Evaluation Form contained within this RFP. If the best proposal respondent is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified firms, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so.

“Original Signed”

Dave Thomas
Procurement Services Director
(843) 255-2304

IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

In order to do business with the Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on the cover page of this RFP document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason.
- **All requested information and forms MUST be uploaded as one file if possible. If necessary to have more than one upload, pricing, and signed acknowledgements, etc. are to be in the first upload and the Pricing Information should be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at 844-802-9202 or cservice@vendorregistry.com**

COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Contractors



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County assures that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs or activities on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not. The County is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities. Beaufort County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. Additionally, the County will take reasonable steps to provide meaningful access to services for persons with limited English proficiency. In addition, Beaufort County will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination. Beaufort County will, where necessary and appropriate, revise, update, and incorporate nondiscrimination requirements into appropriate documents, directives, and regulations.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Contractors, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 · Beaufort, SC 29901-1228
843-255-2304 Telephone · E-mail: dthomas@bcgov.net

PROJECT PURPOSE

Beaufort County requests proposals from all interested firms, licensed in the State of South Carolina, experienced in Operating a Public Ferry Service.

SCOPE OF WORK

PROJECT SUMMARY INTRODUCTION

It is the intent of Beaufort County (hereinafter referred to as “County”) to select an official ferry transportation provider to operate a reliable, high quality ferry service to and from Daufuskie Island in order to provide affordable transportation to residents and full property owners, as well as transport visitors to and from the Island. The County’s goal in establishing this long-term relationship with a ferry provider from fixed County-owned embarkation facilities is to stabilize transportation to Daufuskie and improve the quality of life for residents while also better support businesses on the island.

In an effort to provide a long-term, sustainable, reliable, affordable ferry service, to and from Daufuskie Island, Beaufort County is investing heavily in providing permanent county-owned, full-service embarkation sites, to include parking, portage facilities, waiting areas, and boarding docks. Beaufort County now desires to select a ferry service company to be the official ferry service operator of the Public Daufuskie Island Ferry Service. This contract will commence on the date of execution for a term of five (5) years. Upon agreement of both parties the County has the option to renew for two (2) additional five (5) year terms. Contract shall not exceed fifteen (15) years.

Services To Be Provided

1.0 FERRY VESSELS

The ferry service contract operator shall provide proof of ownership or availability rights for a minimum of two vessels, U.S. Coast Guard approved commercial ferry boats, approved to carry a minimum of 40 passengers each. Vessels providing ferry service shall be in compliance with Federal and State regulations governing passenger vessels for hire, and shall be properly equipped with safety, navigation, communication and emergency equipment required for the safe transportation of passengers, cargo and freight. Vessels must be equipped with climate-controlled areas for passengers in order to operate during extreme weather to include precipitation and temperature. The Offeror shall provide information as to how they plan to provide transportation when the primary vessel is out of service or when the contractor is unable to perform this service. Condition of vessels will be subject to the approval by the County. All vessels used for this contract must be approved in advance by the County Administrator or their designee. If other vessels are used which have not been approved, then the County may terminate this contract for default.

1.1 VESSEL MANNING

Vessels providing ferry service under contract shall be navigated by such complement of licensed personnel and crew as designated on the vessels' Certificates of Inspection. First mate shall be at least 18 years of age and properly trained.

1.2 The ferry service contract operator shall maintain on file with the County a current roster of personnel operating/working on all vessels used in the performance of the ferry service contract. The roster shall include the individuals U.S. Coast Guard license number and type of certification.

1.4 Contractor must provide SLED background checks on all crew members at contractors cost on an annual basis.

2.0 PASSENGER SCOPE OF WORK

The Contractor will provide access to discounted ferry service for Qualifying Discount Riders (QDR) These riders are defined below and include full Daufuskie Island property owners and long-term renters. Credentials for proof of resident/owner status will be issued by the County or its contract provider. In addition, the Contractor must provide access to properly identified governmental employees that are engaged in official business.

Qualified Discount Riders are defined as:

Full time 4% property owner

Full time renters

Full owner of a 6% (non-primary residence) property

- The County will set rates for the Qualified Discount Rider (QDR) and negotiate a rate to be paid to the Contractor.
- The Contractor may set the rates charged to QDR and Tourists and shall receive 100% of rates charged.
- The Contractor shall have discretion to set rates for the transportation of baggage in excess of a basic allowance similar to airport carry-on allowances and shall receive 100% of rates charged.
- The Contractor may establish rates for the transportation and the handling of freight and shall receive 100% of rates charged.
- The County and Contractor will work together on the mechanism of revenue collection and reconciliation.

The County's intent is to use one centralized ticket and booking system for the purchase of tickets. The proposer is encouraged to propose a ticket management system of their own or propose their best ticket management solution. The County would prefer one website for the public to purchase tickets with a link to the County's payment system.

2.1 PARKING: Facilities to be provided by the County. As permanent facilities are not yet complete, the County will be responsible for establishing a 'park & ride' system to operate in the interim. Offeror should propose a parking administration arrangement to include revenue sharing as the Contractor will provide onsite personnel at embarkation points.

2.2 ASSISTANCE: The Contractor will provide patrons with assistance in loading and unloading items which are portable by hand, especially those with mobility issues, and take steps necessary to accommodate ADA accessibility requirements to the greatest extent possible.

2.3 FACILITY: The embarkation/debarkation facility must be maintained, by the Contractor, in a clean, orderly, and safe condition and remain accessible to the general public.

In submitting a proposal, the Offeror must:

Demonstrate the capacity and ability to operate 365 days a year, in good and bad weather, as this is the singular, public ferry system serving Daufuskie Island. This includes the ability to staff the system, manage the system, and remain in compliance with all applicable laws and regulations.

Demonstrate the financial capacity to responsibly operate a public ferry system and fulfill the contract

term.

PROPOSAL SUBMISSION INSTRUCTIONS

1. Electronically submit one electronic file through Vendor Registry. The file must contain the Vendors name and solicitation name:
 - a. **Proposal Submittal Contents (items #1-#5 on page 7).**
2. Statement of Award will be posted on Vendor Registry.
3. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
4. Questions
 - a. Submit questions you have, at least ten (10) calendar days prior to proposal closing date to Vendor Registry. Please upload all of your questions in the same question box rather than individually.
 - b. Answers to questions received that would change and/or clarify this solicitation will be provided be posted on Vendor Registry as addendum.
 - c. Selection Committee members **SHALL NOT** be contacted during the RFP process.
5. In order to do business with the Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

PROPOSAL SUBMITTAL CONTENTS

To achieve a uniform review process and allow for adequate comparability, the information is to be organized in the manner specified below and the entire package must not exceed 15 double-sided printed pages excluding Exhibit A and B, cover pages and tabs.

1. **Executive Summary**: Objectives of the project, scope of work, and related issues which must be addressed throughout the development stages of the planning.
2. **Approach to the Planning Process**: Explanation of your process to provide this service to the public and to include your transportation plan. Outside any boating or safety standards, the offeror is encouraged to propose innovative solutions that best accomplishes the County's base goal of providing sustainable, reliable, and affordable ferry service.
3. **Work Plan and Scheduling** – A summary of tasks to be performed by your company. Include a detailed embarkation schedule for each day, Monday through Sunday.
4. **Experience and Qualifications**: Experience and qualifications of the team members, with an emphasis on similar type services completed within the last five (5) years. Provide an organization chart to include key staff to include Captains, First-Mates, Crew Members, and administrative staff.
5. **List any exceptions, qualifications, or exclusions to this RFP:**

ALL OTHER PAGES SHALL REMAIN PART OF THE RFP

BY REFERENCE AND IT IS NOT NECESSARY TO RETURN THESE ITEMS.

Reserved Rights

The County shall not be responsible for any of the costs associated with responding to this request and all submitted materials shall become the property of the County. Furthermore, the County expressly reserves the right and options to:

- Reject any or all proposals and re-advertise if deemed necessary
- Waive any or all formalities and technicalities
- Approve, disapprove, or cancel all services associated with the project

The County has yet to decide whether to select one or more other firms to provide some or all of the professional services described in this document. All selected firms will perform such services under the direct supervision of the Beaufort County Special Assistant to the County Administrator.

Selection & Notification

The selected contractor will be given written notification of being selected by the County. This work may be awarded in whole or in part at the sole discretion of the County. The County will negotiate and execute a contract with the selected firm(s) prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with one or the other highly ranked firms. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms:

- Detailed scope of services
- Schedule for providing services.
- Cost of services

Beaufort County Standards for Contracting

CHAPTER 1. CONTRACTOR SERVICES

- 1-1. Contractor Services

CHAPTER 2. PROCEDURES FOR SELECTION OF CONTRACTOR

- 2-1. General
- 2-2. Objective
- 2-3. Proposal Based Selection Procedures
- 2-4. Selection Criteria

CHAPTER 3. CONTRACT FORMAT AND PROVISIONS

- 3-1. Mandatory Contract Provisions
- 3-2. Time Overruns Beyond Control of the Contractor

CHAPTER 4. METHODS OF CONTRACTING AND ALLOWABLE COSTS

- 4-1. Allowable Costs
- 4.2. Nonallowable Costs
- 4.3. Fixed Payment

CHAPTER 5. BEAUFORT COUNTY STANDARD CLAUSES

- 5-1. Contract Requirements
- 5-2. Special Instructions

CHAPTER 1. TYPES OF FERRY SERVICES REQUIRED:

Public Ferry Operations for Government Organizations.

CHAPTER 2. PROCEDURES FOR SELECTION OF CONTRACTORS

2-1. GENERAL

Proposal-based procedures require that a contract for Ferry services be awarded pursuant to a fair and open selection process based on the qualifications and cost. Contractors must provide their cost proposal for this service. The final cost will be negotiated with the highest ranked vendor.

2-2. OBJECTIVE

Contractors employed for work on projects shall be responsible and possess the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as integrity, record of past performance, extent of experience with the type of services required by the sponsor, technical resources, and accessibility to other necessary resources.

2-3. PROPOSAL-BASED SELECTION PROCEDURES. Contractors shall be selected based on their qualifications and experience, with fees determined through negotiations following selection. **The highest ranked offeror shall be selected, and price proposals shall be negotiated with one or more of the firms identified through the proposal-based selection procedure.**

2-4. SELECTION CRITERIA. Criteria include, but are not limited to, the following:

- a) Demonstrated understanding of the objectives of the scope of work and the quality of proposed solution. (0-30 points)
- b) Experience and ability to provide safe and reliable services for all ferry users. Provide resumes of key staff Provide an organization chart to include key staff including but not limited to Captains, First-Mates, Crew Members, and administrative staff and a minimum of five (5) references for services similar or the same as the services stated in the scope of work. (0-20 points)
- c) Quality of vessels to be used for services. Provide pictures and information for the vessels. (0-20 points)
- d) Proposed cost and schedule for providing the ferry service as described in the scope of work. (0-30 points)

CHAPTER 3. CONTRACT FORMAT

3-1. MANDATORY CONTRACT PROVISIONS. All contracts involving State or Federal funds must contain the applicable procurement standards in 49 CFR 18.36. Listed below are those provisions which pertain to Contractor contracts:

- a. Contracts shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for sanctions and penalties as may be appropriate.
- b. Contracts over \$10,000 shall contain suitable provisions for termination by the sponsor, including how it will be affected and the basis for settlement. In addition, contracts shall describe conditions under which the contract may be terminated for default as well as

conditions where the contract may be terminated because of circumstances beyond the control of the Contractor.

- c. All negotiated contracts shall include provisions to the effect that sponsors, the Federal Department of Transportation, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of Contractors which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. Sponsors shall require Contractors to maintain all required records for 3 years after the sponsor makes final payment and all other pending matters are closed.
- d. In addition to the requirements contained in 49 CFR Section 23, Participation by Minority Business Enterprises in Department of Transportation Programs, and AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, current edition, the Title VI, and Disadvantaged Business Enterprise Assurances in Appendix 1 shall be included in each contract.

CHAPTER 4. METHODS OF CONTRACTING AND ALLOWABLE COSTS

4-1. ALLOWABLE COSTS.

Allowable cost only applies to Professional Services (A&E). This is set at a fixed price contract.

4-2. NON-ALLOWABLE COSTS. The expenses listed below are not allowable for reimbursement:

- a. Costs of amusement and social activities and incidental costs relating thereto such as meals, lodging, rentals, transportation, and gratuities.
- b. Contributions and donations.
- c. Bad debts, including losses due to uncollectible customer's accounts and other claims, related collection costs, and related legal costs, arising from other businesses of the Contractor.
- d. Dividend provisions or payments and, in the case of sole proprietors and partners, distributions of profit.
- e. Interest on borrowed capital.
- f. Bonus payment for early completion of work.

4-3. FIXED PAYMENT. To all the estimated costs, including overhead, a percentage rate is applied to determine payment for profit, willingness to serve, and assumption of responsibility.

CHAPTER 5. BEAUFORT COUNTY STANDARD CLAUSES

CONTRACTUAL REQUIREMENTS

- 1.0 EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of

the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- 2.0 S.C. LAW CLAUSE: Upon award of a contract under this Request for PROPOSALS, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed Request for PROPOSALS the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 OFFEROR'S PROPOSALS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this Request for PROPOSALS. The Procurement Services Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Request for PROPOSALS. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint themselves with existing conditions shall in no way relieve him of any obligation with respect to this Request for PROPOSALS or to the contract.
- 5.0 AFFIRMATIVE ACTION: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.
- 7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

- 9.0 PERFORMANCE AND PAYMENT BONDS: (***NOT Required for this solicitation***) The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of Request for PROPOSALS, Performance and Payment Bonds. Contractor shall provide and pay the cost of a both bonds. The Bonds shall be in the amount of one hundred percent (100%) the contract, issued by a Surety Company licensed in South Carolina with an “A” minimum rating of performance as stated in the most current publication of “Best’s Key Rating Guide, Property Liability” which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a “Power of Attorney” authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State’s Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
- 11.0 BUSINESS LICENSE In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.beaufortcountysc.gov or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
- 12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 13.0 INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, Contractor/Vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Procurement Services Director and with a special notation naming Beaufort County as an additional insured on the liability coverage. Minimum coverage shall be as follows:
- (A) Worker’s Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker’s Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
 - (B) Commercial General Liability Insurance – Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: \$1,000,000 Each Occurrence/ \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.
 - (C) Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$500,000 COMBINED SINGLE LIMIT.
 - (D) ADDITIONAL INSURANCE REQUIREMENT: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000

- (E) Professional Liability (Errors & Omissions) – The vendor shall maintain a limit no less than \$1,000,000 per occurrence.
- (F) The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- (G) The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
- (H) The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

14.0 INDEMNITY:

The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 TERMINATION FOR DEFAULT:

15.1 The performance of Work under the Agreement may be terminated by the Procurement Services Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Procurement Services shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

15.2 The Procurement Services Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

17.0 TERMINATION FOR NON-APPROPRIATIONS: Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County.

SPECIAL INSTRUCTIONS

- 1.0 **INTENT TO PERFORM**: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Procurement Services Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Department not later than ten (10) days prior to the Request for PROPOSALS opening date. A review of such notifications will be made.
- 2.0 **RECEIPT OF REQUEST FOR PROPOSALS**: Request for Proposals, amendments thereto, or withdrawal requests received after the time advertised for Request for Proposals opening will be void, regardless of when they were mailed.
- 3.0 **PREPARATION OF REQUEST FOR PROPOSALS**
 - 3.1 All Requests for PROPOSALS should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's Request for PROPOSALS, or if the Request for PROPOSALS fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the Request for PROPOSALS.
 - 3.2 Request for PROPOSALS should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - 3.3 Each copy of the Request for PROPOSALS should be bound in a single volume where practical. All documentation submitted with the Request for PROPOSALS should be bound in that single volume.
 - 3.4 If your Request for PROPOSALS includes any comment over and above the specific information requested in our Request for Request for PROPOSALS (RFP), you are to include this information as a separate appendix to your Request for PROPOSALS.
- 4.0 **AMENDMENTS**: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Request for PROPOSALS. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 **ADDITIONAL INFORMATION**: Offerors requiring additional information may submit their questions, in writing to the Procurement Services Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 **ORAL PRESENTATION/DISCUSSIONS**: Any offeror or all offerors may be requested to make an oral presentation of their Request for PROPOSALS to the County, after the Request for PROPOSALS opening. Discussions may be conducted with responsible offerors, who submit Request for PROPOSALS determined to be reasonably susceptible of being selected for award for

the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of Request for PROPOSALS, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

- (A) Determine in greater detail such offeror's PROPOSALS.
- (B) Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- (C) Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
- (D) Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.

7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose Request for PROPOSALS is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all Request for PROPOSALS received, and in all cases the County will be the sole judge as to whether an offeror's Request for PROPOSALS has or has not satisfactorily met the requirements of this RFP.

9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. **All offerors, therefore, must visibly mark as "Confidential" each part of their Request for PROPOSALS, which they consider containing proprietary information.**

10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.

11.0 ALTERNATES: Innovative alternative Request for PROPOSALS is encouraged, provided however, that they are clearly identified as such and all deviations from the primary Request for PROPOSALS are listed.

- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or Request for PROPOSALS therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
- 14.0 PROTEST PROCEDURES
- 14.1 Right to Protest: Any actual or prospective bidder, offeror, or contractor, who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Procurement Services Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 14.2 Authority to Resolve Protest: The Procurement Services Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
- 14.3 Decision: If the protest is not resolved by mutual agreement, the Procurement Services Director shall issue a decision, in writing within ten (10) days. The decision shall,
- (A) State the reasons for the action taken; and
 - (B) Inform the protestant of its right to administrative review as provided in this Section.
- 14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
- (A) Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
 - (B) Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

EXHIBIT A

Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.

Circle Yes or No.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

EXHIBIT B

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Contractor

(Signature)

Name and Title of Signer

Date

PRICE PROPOSAL AND CERTIFICATION

The undersigned _____, having carefully examined the information (Name of Offeror)

contained in the Beaufort County RFP Number # _____ dated _____, 2023, proposes to provide Ferry Services to Beaufort County Government, as outlined in this proposal, at the prices specified below:

Provide annual cost for ferry services for Beaufort County:

- 1. Total annual cost to provide all required services:

\$ _____ (numbers) _____ (words)

This cost proposal is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a proposal for the same service and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Signature of Offeror’s Representative authorized to enter into contract with Beaufort County Council:

FIRM NAME: _____

BY: _____ DATE: _____
(Signature)

TYPE/PRINT: _____
(Name) (Title)

ADDRESS: _____
(Street Address and/or P. O. Box Number)

(City) (State) (Zip Code)

PHONE: () _____ () _____
(Area Code) Phone Number (Area Code) Phone Number

EMAIL: _____

FEDERAL ID#: _____ S.C. TAX #: _____

EXHIBIT C

EVALUATION FORM

DATE: _____

RFP#: _____ TITLE: _____

OFFEROR: _____

Reviewer: _____

| | | POINT RANGE | POINTS ASSIGNED |
|-----|--|--------------|-----------------|
| 1.0 | Demonstrated understanding of the scope of work | 0-20 Points | |
| 2.0 | Experience and ability to provide safe and reliable services for all ferry users. Provide resumes of key staff. Provide and organizational chart to include key staff including but not limited to Captains, First Mates, Crew Members, Administrative Staff and a minimum of five (5) references for services similar or the same as the services stated in the scope of work | 0-30 Points | |
| 3.0 | Quality of vessels to be used for services. Provide pictures and information for the vessels. | 0-20 Points | |
| 4.0 | Proposed cost and schedule for providing the ferry service as described in the scope of work | 0-30 Points | |
| | | Total Points | |